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RUST

RUST REMEDIAL SERVICES INC.

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RUST REMEDIAL SERVICES INC.

4245 Technology Drive
Fremont, CA 94538-6337
Tel. (510) 770-0575

January 16, 1995

Mr. Frank Breidt
Bunker Limited Partnership
135 East Cameron Avenue
Kellogg, Idaho 83837

Subject: Claim for Damages

Dear Mr. Breidt:

In preparation for our upcoming meeting, we have prepared the enclosed package of information to support our previously documented position that we are entitled to extended contract time and additional compensation in connection with the mischaracterized and/or previously unidentified Asbestos Containing Material (ACM) at the Bunker Hill Mine Operations Area (MOA) Remedial Action Project located in Kellogg, Idaho.

Your most recent letter on the subject seemed to suggest that we had a responsibility, in accordance with the Invitation to Bid and General Conditions of the contract, to ensure that we were satisfied that you had properly and completely identified the ACM in the buildings. In fact we can find no such requirement. The provisions you reference concern physical and/or subsurface conditions. The identification of ACM does not fall within the scope of "Physical or Subsurface Conditions" as these terms are used in the contract documents.

The Contract Documents contain information to identify the ACM in the buildings. The Contract Documents also include test results demonstrating that certain materials were not ACM. We appropriately relied on this information in not only bidding the job but also in deciding whether to outfit personnel with personal protective equipment when doing work in or on the buildings.

Fortunately, as a result of an EPA inspectors visit to the site, we conducted additional asbestos sampling on your behalf. What we discovered was that there was not only a discrepancy in the Contract Documents but it was a discrepancy which resulted in serious health and safety concerns.

When this situation was immediately brought to your attention, your direction was to get the matter resolved with EPA as quickly as possible, get on with the work and we would discuss the issue of Contract Time and Price later. We did as directed and resumed the

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work again as soon as possible.

Now, reading the Contract as a whole, it is clear that we were and still are entitled to the additional time and compensation we have been requesting and which is described in the attachments for your information and review prior to the meeting.

I remain confident that we can resolve this matter in a manner which is equitable to all parties involved. I look forward to a productive meeting with you at your earliest availability.

Sincerely,

Rust Remedial Services, Inc.

August Ochabauer
Operations Manager

cc: Vic Hutcheson, RRS
Chris Zepernick, RRS

1.0 INTRODUCTION

Rust Remedial Services Inc. (RRS) has uncovered a significant amount of additional asbestos requiring abatement at the Mine Operations Area (MOA). The additional asbestos was not identified in the Contract Documents supplied by Bunker Limited Partnership (BLP). In addition to this uncovered ACM, RRS has discovered that some of the information relative to ACM contained in the contract documents is incorrect. The uncovered ACM and the errors in the contract documents have resulted in schedule delays and increased project costs.

RRS has previously discussed the additional costs associated with the uncovered ACM with BLP. To date, BLP has not fully acknowledged responsibility for the additional costs and therefore RRS has prepared this claim document for BLP's review. RRS is entitled to additional compensation for the following reasons:

1. We have acted reasonably and within customary industry practices in the preparation of our bid.

2. There are significantly more areas containing ACM requiring remediation.

3. The contract documents contain errors which drastically increase the areas of ACM requiring remediation.

4. The contract documents contemplate additional compensation for the discovery of ACM not identified in the Contract Documents.

This claim document expands upon the items presented above. It demonstrates that BLP is responsible for ACM which has been uncovered or revealed at the site. This includes ACM which was not identified in the Contract Documents. The claim document also presents an estimate of the additional compensation due RRS for the additional remediation effort required as well as the additional time required.

2.0 INDUSTRY PRACTICES

The project fundamentally is an asbestos abatement project followed by the demolition of buildings and structures. Federal requirements (40 CFR Part 61 Subpart M - National Emissions Standards for Asbestos § 61.145 (a)) state that the owner or operator must perform a thorough investigation of suspect ACM prior to any demolition work. The Contract Documents were developed by CH_2M Hill and were supplied to the bidders by BLP. These documents identified **specific areas and structural items** within the MOA that were contaminated with asbestos. The inclusion of this information is an indication that the individuals preparing the bid specifications performed an asbestos survey and attached the results of the survey for the bidders information and use.

It is appropriate and reasonable for RRS to assume that BLP, EPA, etc., were thorough and followed standard regulatory protocols in the preparation of the asbestos information contained in the Contract Documents.

The standard procedure in the asbestos abatement industry is for the building owner to hire an engineering/consulting firm to perform an asbestos survey, which in turn is used to prepare the asbestos abatement specifications. RRS had no reason to believe that the bid specifications and the contract documents were not following standard industry practices with respect to ACM abatement.

3.0 THE PRE-BID JOB WALK

The owner supplied bid documents indicating to RRS that the EPA and/or its agents had properly identified and itemized the ACM. This type of information was provided in Section 6 and Addendum 1 of the Contract Documents and was included to facilitate the development of responsible, competitive bids from as many competent contractors as possible. Also, it appeared that this information fulfilled BLP's responsibility under 40 CFR Part 61.

As previously stated, it is industry practice for the building owner to hire an independent consulting firm to perform an asbestos survey, which in turn is used to prepare the asbestos abatement portion of the specifications. The current position of the EPA's consulting engineer/contractor is documented in a letter dated November 8, 1994 where it is stated that "An asbestos survey was not conducted by CH_2M Hill for the remedial action design. This was clearly stated at the pre-bid meeting that all potential bidders attended." We take issue with this position and the recollection of our pre-bid meeting attendees is <u>it was never stated that it would be the responsibility of each contractor to perform a formal asbestos survey in order to prepare a responsible bid or perform the work.</u> In the INSTRUCTIONS TO BIDDERS , Part 7, Paragraph 7.1 it states that "...Oral and other interpretations or clarifications will be without legal effect." It is obvious that any verbal clarifications made or not made at the pre-bid meeting are null and void by Paragraph 7.1.

Appendix E is a brief summary of the Chronology of Events leading up to our claim. A review of what occurred at the job walk is also included. In our opinion and the opinion of several of the asbestos abatement subcontractors who also attended the pre-bid meeting; it was never stated by BLP representatives that it would be the responsibility of each contractor to perform supplementary asbestos survey in order to prepare a responsible bid.

4.0 WHAT THE CONTRACT SAYS

In the bid documents, Section 02071 Asbestos Abatement (Part 1 paragraph 1.1 A.) (Appendix A of RRS Claim Package) states that the contractor is to "Remove, handle, and dispose, under gross asbestos control conditions, the asbestos-containing materials identified and described in Part 6, CONTRACTOR DATA, Item 2." (Appendix B of RRS Claim Package). Additional information regarding ACM was also provided "**to bidders for information and use**" in Addendum No. 1. (Appendix C of RRS Claim Package) to the Contract Documents.

Paragraph 7.1 of the Instructions to Bidders indicates that only questions answered in writing in the Addenda, will be binding. We therefore view that the information contained in Addendum No. 1 was intended to be a true and accurate characterization of the ACM referenced in the document. Paragraph 1.10 of Article 1 in the General Conditions identifies an Addenda as a Contract Document. Section 8.10 (Owner's Responsibility) of the General Conditions states that the Owners responsibility in respect to undisclosed Asbestos, PCBs, etc. ... uncovered or revealed at the site is set forth in paragraph 4.5. Paragraph 4.5 (Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials) of the General Conditions states that the Owner shall be responsible for any Asbestos, PCBs, ... etc. uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work ... etc. Supplementary Condition, SC-4.5, indicating that Asbestos, PCBs and Hazardous Waste have been identified at the site and are within the scope of work for which the Contractor shall be responsible does not negate the Owner's responsibility with respect to uncovered or revealed asbestos (i.e., not shown or indicated in Contract Documents).

Clearly then, Sections 4.5 and 8.10 read together suggest that the owner is responsible for any asbestos that is uncovered or revealed at the site which was not included in the Contract documents or shown on drawings. Accordingly, pursuant to the agreement, the owner is responsible for the costs and attendant schedule extensions associated with the ACM which RRS has discovered.

Table 4 of this claim package lists specific sections of the contract which RRS believes support our claim. We have listed the relevant sections of the General Conditions, Instructions To Bidders, Addendum, and Specifications that pertain to the management of misidentified and previously unidentified ACM.

5.0 THE ASBESTOS ABATEMENT WORKPLAN

After the project was awarded to RRS, site specific workplans detailing the methodology for performing the work were delivered to BLP (and subsequently the EPA) for review and acceptance.
It is important to point out that our asbestos abatement workplan never indicated that an **additional** asbestos survey would be performed.

The asbestos abatement workplan was reviewed and approved by BLP and the EPA prior to asbestos work actually being performed. BLP and the EPA obviously agreed that no additional sampling was required before performing the work or they would have required that an additional ACM survey be performed prior to their approval of our abatement workplan. Finally, a walk through by CH_2M Hill was conducted prior to demolition and the CH_2M Hill personnel gave a verbal approval to proceed with the demolition.

In addition, our work plan clearly indicated the ACM RRS intended to abate. With BLP and EPA's approval of the work plan, it was reasonable for RRS to assume that no additional asbestos sampling would be required and that the ACM items identified in the contract documents was a complete and accurate listing of the ACM RRS was to remove.

6.0 UNIDENTIFIED AND MISCHARACTERIZED ACM

Unidentified and/or mischaracterized ACM were eventually discovered by RRS and the Air Toxics Division of the EPA after the project had begun. As a direct result of the concerns raised by an EPA Asbestos Inspector, RRS halted demolition work and immediately hired an experienced asbestos survey company, MCS Environmental, (MCS) to perform a supplemental survey of the MOA on your behalf. The conclusion of that survey indicated that: 1) previously unidentified ACM was discovered, 2) materials classified as non-ACM in the contract documents were in fact ACM, and 3) that there would be a significant increase of ACM items to be abated. Table 2 identifies the misidentified ACM and Table 3 itemizes the previously unidentified ACM.

If one compares the information in the MCS Sampling Report to the Contract Documents, one logically concludes that RRS is now working a different scope of work than originally bid. The increased items of ACM area and schedule delays have impacted RRS's ability to meet the contractual completion date and also significantly increased the cost to perform the work. The original scope of work has changed and the schedule will extend past original projections. The end result is that our direct and indirect costs will increase significantly.

7.0 NATURE OF COSTS ASSOCIATED WITH THE CLAIM

The additional ACM found on the project will obviously require additional abatement, handling and disposal. The new work has increased the project duration, which in turn has added to the cost of project management. The project management effort consists of jobsite personnel, regional health and safety support personnel, temporary jobsite facilities, material, and equipment.

The identification of the additional ACM is also a new cost. RRS contracted with MCS Environmental and The Lambert Group to perform and additional asbestos survey.

An added cost is the inefficient or underutilization of the work crews. The demolition contractor, Olshan, had to be demobilized when RRS uncovered the misidentified and additional ACM. Olshan was then re-mobilized when the misidentified and additional ACM were removed and demolition could continue. Payroll, equipment rental and travel costs were incurred.

The additional ACM exhibited new and differing characteristics. These characteristics (i.e., location, quantity, safety concerns, or previously undefined material) required RRS to prepare additional work and health and safety plans for agency review and approval.

An estimate of the direct and indirect expenses that will be incurred as a result of the unidentified or misidentified ACM, are listed in Appendix G.

8.0 INDIRECT COSTS for ADDITIONAL PROJECT OVERSIGHT

Although RRS moved as expeditiously as possible to resolve issues arising from the identifications of ACM described above, the delays experienced and revised scope of work will force RRS to manage the project for a period of time beyond our original projection. Additional management resources, office overhead, and field support personnel will be required to support the work. Appendix G itemizes our current estimate of these expenses.

9.0 LIQUIDATED DAMAGES RELIEF

The delays and expanded scope of work will force us to work in winter conditions far longer than originally planned. Consequently, RRS requests a schedule extension to accommodate the additional items of ACM which now require abatement.

10.0 CONCLUSION

The Contract Documents contain information that identifies ACM in the buildings. The Contract Documents also include test results which indicate that certain materials are not ACM. RRS appropriately relied on this information in preparing our bid for the project and also in preparing the Asbestos Work Plan and Health and Safety Plan. It is now apparent that there is a discrepancy in the Contract Documents that requires RRS to manage additional items of ACM. A review of the Contract indicates that RRS is entitled to additional time and compensation for the additional ACM RRS must manage. The estimated costs associated with the additional effort are summarized in Appendix G.

TABLE 1

List of Acronyms Used

Asbestos Containing Material	ACM
Bunker Limited Partnership	BLP
Cement Asbestos Board	CAB
Contract Change Order	CCO
Environmental Protection Agency	EPA
MCS Environmental	MCS
Bunker Hill Mine Operations Area	MOA
Olshan Demolishing Company	Olshan
EPA's On Site Representative	OSR
Rust Remedial Services Inc.	RRS
Specialty Asbestos Inc.	SAI

Table 2 - Misidentified Asbestos → VACIMATE

Location	Material Description	MCS Sample ID	CH_2M Hill Sample ID	MCS Analytical Results % ACM	CH_2M Hill Analytical Results % ACM
Concentrator Roof - Main Building	Roofing Felt Pad/Tar Paper	051-01	CR1-A	40%	<1%
		051-02	CR1-B	40%	<1%
		051-03	CR1-C	35%	<1%
		051-04		40%	
		051-05		40%	
		051-06		40%	
		051-07		40%	
		051-08		45%	
		051-09		35%	
Powerhouse - East Roof	Roofing Tar Paper composite w/ Silver Paint	051-87	PH1-A	5%	<1%
		051-88		10%	<1%
		051-89		2%	
		051-90		2%	
		051-91		20%	
Powerhouse - Center & West	Roofing Tar Paper Composite w/ Silver Paint	051-213	PH2-A	3%	<1%
		051-214		20%	
		051-215		20%	
		051-216		10%	
		051-217		1%	

Table 3 - Unidentified Asbestos

Location	Material Description	Sample ID	Analytical Results % ACM	Quantity
Concentrator - Main Building	Window Glazing	051-075	2%	5 Windows
		051-076	2%	
Concentrator - SE Shed Roof	Silver Paint on Metal Roof	051-116	20%	N/A
		051-117	20%	N/A
		051-118	20%	
		051-119	20%	
		051-120	20%	
Concentrator - NW Shed Roof	Tar Paper Under Metal Roof	051-141	2%	1000 sf
		051-142	2%	
		051-143	2%	
		051-144	2%	
		051-145	2%	
Trestle - Pump House Roof	Roofing Mastic	051-052	20%	N/A
		051-053	20%	
		051-054	10%	
Trestle - Piping	Pipe Covering	051-164	5%	40 lf
		051-065	15%	
		051-066	25%	
Powerhouse - East Shed	Tar Roofing	051-034	3%	2000 sf
		051-035	2%	
		051-036	3%	
First Out Building	Tar Paper Under CAB Siding	051-157	20%	3000 sf
		051-158	20%	
		051-159	20%	
		051-160	20%	

Table 3 - Unidentified Asbestos - Continued				
Location	Material Description	Sample ID	Analytical Results % ACM	Quantity
First Out Building	9"X 9" Floor Tile	051-186	5%	20 sf
		051-187	3%	
		051-188	2%	
		051-189	7%	
		051-190	7%	
First Out Building	Window Glazing	051-191	2%	8 Windows
		051-192	2%	
		051-193	2%	
		051-195	2%	
First Out Building	CAB Siding Debris	051-196	30%	20 sf
		051-197	30%	
		051-198	30%	
		051-199	30%	
		051-200	30%	
First Out Building	Electrical Panel Backing	051-201	45%	6 sf
		051-202	45%	
		051-203	45%	
		051-204	45%	
		051-205	45%	
Second Out Building	9"X 9" Floor Tile	051-171	3%	140 sf
		051-172	3%	
		051-173	3%	
		051-174	3%	
		051-175	3%	
East Office of Concentrator	12"x12" Floor Tile and Mastic	A94204-09	15%	240 sf
	12"x12" Floor Tile and Mastic	A94204-10	15%	Same material description as A94204-09
Conveyor Platform in Concentrator	Pipe Insulation	A94204-012	7%	356 lf

Table 4 - CONTRACT LANGUAGE ANALYSIS	
CONTRACT SECTION	**RRS INTERPRETATION AND COMMENT**
SECTION 01010 (SUMMARY OF WORK) A. The Bunker Hill Mine Operations Area (MOA) Remedial Action Project involves removal and disposal of asbestos-containing materials and asbestos siding,.....	The EPA and BLP acknowledged that a major task associated with the project was the abatement of ACM
SECTION 02071 (ASBESTOS ABATEMENT) PART 1.1 Work Included A. Remove, handle, and dispose, under gross asbestos control conditions, the asbestos-containing materials (ACMs) identified and described in Part 6, CONTRACTOR DATA, Item 2. Quantities are approximate.....	The ACM work to be performed is identified in Item 2 of the Contractor Data and we accept the identified items as being our scope of work. We understand that the quantity listed for each item is approximate.
INSTRUCTIONS TO BIDDERS - Part 7, Paragraph 7.1 7.1 ..... Only questions answered by Addenda will be binding	We view any oral interpretation(s) made at the pre-bid meeting to be null and void because they were not formally addressed in an official addendum. We view that the information contained in Addendum NO. 1 was intended to be a true and accurate characterization of the ACM referenced in the document
GENERAL CONDITIONS - Article 1 1.10 Contract Documents --The Agreement, Addenda (which pertain to the contract Documents), Contractor's Bid	Addendum No. 1 contained erroneous ACM information. Addendum No. 1 is a Contract document
INSTRUCTIONS TO BIDDERS - Part 7, Paragraph 7.1 7.1 ..... Oral and other interpretations or clarifications will be without legal effect.	RRS representatives and several subcontractors have a different recollection of the pre-bid meeting comments *regarding an asbestos survey than those made* by CH_2M Hill in their letter dated November 8, 1994 to Mr. Frank Breidt. The INSTRUCTIONS TO BIDDERS is quite specific and leads one to believe that the Contractor could only rely upon the ACM data contained in Addendum No. 1 and Item 2 (MOA Asbestos Estimated Quantities) in order to develop a responsible bid. This was the only written information available regarding asbestos items and quantities. Oral interpretations and clarifications made or not made at the pre-bid meeting are made null and void by paragraph 7.1 of the INSTRUCTIONS TO BIDDERS.
GENERAL CONDITIONS - Article 4, Paragraph 4.2.2 4.2.2. Limited Reliance by CONTRACTOR *Authorized; Technical Data: CONTRACTOR may rely upon* the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract documents.	RRS was directed in SECTION 02071 (ASBESTOS ABATEMENT) PART 1.1 to " Remove, handle, and dispose, under gross asbestos control conditions, the asbestos-containing materials (ACMs) identified and described in Part 6, CONTRACTOR DATA. We relied upon the "General Accuracy" of these reports (Addendum #1) to develop a responsible bid and the subsequent workplan however the data contained in the document was wrong.

Table 4 - CONTRACT LANGUAGE ANALYSIS - CONTINUED	
GENERAL CONDITIONS - Article 4, Paragraph 4.5.5 4.5.5 The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.	This section of the contract indicates that in the event the work uncovers asbestos, PCBs, Petroleum, etc., and the items were not indicated on drawings or reports then the owner will be responsible for the uncovered material and that the contractor could seek additional compensation See also the GENERAL CONDITION (Article 4 Paragraph 4.5.1) item immediately below for additional comment.
GENERAL CONDITIONS - Article 4, Paragraph 4.5.1 4.5 .1 OWNER shall be responsible for any asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site	The language in this section of the contract is clear. The owner is responsible for unknown asbestos containing materials that are uncovered or revealed. This section of the contract indicates that in the event the work uncovers asbestos, ..., and the items were not indicated on drawings or reports then the owner will be responsible for the uncovered material and that the contractor could seek additional compensation
GENERAL CONDITIONS - Article 8, Paragraph 8.10 8.10 The OWNER'S responsibility in respect of undisclosed Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Materials uncovered or revealed at the site is set forth in paragraph 4.5.	Paragraph 4.5.1 is quoted verbatim and is as follows "OWNER shall be responsible for any asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site " The language in this section of the contract is clear. The owner is responsible for unknown asbestos containing materials that are uncovered or revealed.

Appendix A

APPENDIX A

SECTION 02071
ASBESTOS ABATEMENT

PART 1 GENERAL

1.1 WORK INCLUDED

A. Remove, handle, and dispose, under gross asbestos control conditions, the asbestos-containing materials (ACMs) identified and described in Part 6, CONTRACTOR DATA, Item 2. Quantities are approximate. The work covered by this section also includes the removal, handling, and disposal of friable ACMs, Category I nonfriable ACMs, and Category II nonfriable ACMs which are encountered during removal and demolition operations. Furnish all labor, materials, services, insurance, and equipment in accordance with the most stringent requirements of EPA and OSHA and other applicable regulatory agencies. Do work in strict accordance with applicable federal, state, and local regulations. The use of the best available technology, procedures, and methods for preparation, execution, cleanup, disposal, and safety are absolutely required. This compliance is the sole responsibility of CONTRACTOR.

1.2 RELATED SECTIONS

A. Section 01090, CODES AND REGULATIONS.

B. Section 01310, PROGRESS SCHEDULES.

1.3 SUBMITTALS

A. Certificate of Compliance: Submit to BLP manufacturers' certification that vacuum, ventilation, and other equipment required to contain airborne asbestos fibers conform to ANSI Z9.2.

B. Training and Medical Surveillance Records: Submit to BLP records to certify that all asbestos workers have applicable training requirements and medical surveillance is current as required by 29 CFR 1910 and 29 CFR 1926.

C. Asbestos Abatement Health and Safety Plan: Submit a health and safety plan that includes at a minimum requirements under 29 CFR 1910.120 and identification of CONTRACTOR's health and safety officer.

D. Respirator Program: Submit to BLP copies of established respirator program as required by ANSI Z88.2 and 29 CFR 1910.134.

E. Air Monitoring Plan and Results: Submit copies to BLP of the air monitoring plan and airborne asbestos monitoring results following review by CONTRACTOR's health and safety officer. Include the name and address of the certified laboratory selected for testing air monitoring filters. Notify BLP immediately of any exposure to asbestos fibers in excess of acceptable limits.

F. Notification: Notify BLP 10 days prior to start of asbestos abatement work. Submit to BLP a copy of written notification required to be submitted to EPA.

G. Unidentified Asbestos: Notify BLP within 24 hours if previously unidentified asbestos is encountered. Provide notice in writing with estimated quantities of asbestos.

H. Certificate of Inspection: Complete Certificate of Inspection by a competent person following completion of asbestos removal work and cleanup and visual inspection of the work area and submitt to BLP. BLP will provide a written listing or verbal explanation of deficit items if the certificate is rejected.

I. Disposal Site Records: Submit asbestos disposal site records to BLP. Submit copies of disposal site records to the OSR. Disposal site records shall follow record requirements outlined under 40 CFR Part 61.154 *Standard for active waste disposal sites.* In addition, include a log of cover materials (type, quantity).

PART 2 PRODUCTS (Not Used)

PART 3 EXECUTION

3.1 WORK PROCEDURE

A. Perform asbestos work in accordance with NESHAP and OSHA standards and other applicable federal, state, and local regulations. Provide worker and authorized visitor protection as required by the most stringent OSHA and/or EPA standards applicable to the work. Provide dress and equipment for all authorized visitors, up to maximum of two visitors per 24-hour day.

3.2 ASBESTOS CONTROL AREAS, CLOSED

A. Seal openings in the areas where the release of airborne asbestos fibers is expected. Establish a closed asbestos control area with the use of 6 ml polyethylene sheeting, portable partitions, or other enclosures to prevent the escape of asbestos fibers from the contaminated control area. The control area shall contain protective covering (6 or 4 ml polyethylene sheeting) of walls, floors, ceiling, or other. Provide a local ventilation system to the control area with HEPA filters. Replace filters as required to maintain the efficiency of the ventilation system. Post warning signs at the control area(s) as required by applicable regulations.

3.3 ASBESTOS CONTROL AREAS, OPEN

A. Establish and mark limits for the open asbestos work area(s) with continuous barriers (rope or other means) and posted warning signs as required. Maintain all other requirements associated with the removal and disposal of asbestos. Conduct area monitoring of airborne asbestos fibers during the work shift at the area limits downwind of the work area. Position air monitoring equipment surrounding the work area to accommodate shifts in wind direction. If the quantity of airborne asbestos fibers monitored at the designated limits reaches the time-weighted average

maximum specified for nonasbestos workers at any time, evacuate personnel in adjacent areas and notify BLP. An alternative to area evacuation is to use properly trained personnel with appropriate asbestos personal protection in the adjacent areas. If adjacent areas are contaminated, clean the contaminated areas and inspect the areas in accordance with applicable regulations.

3.4 AIR MONITORING

A. Perform air monitoring during the period of asbestos work. Make results of all air monitoring available to BLP within 24 hours of sampling. If the results of air monitoring in any work area indicate an asbestos fiber count above the level of protection afforded by respirators in use, as defined in 29 CFR 1926 for asbestos workers or 0.1 fiber per cubic centimeter (f/cc) for nonasbestos workers, or if the results outside of the area indicate fiber concentrations above 0.1 f/cc, all abatement work in that area shall stop. The area shall be resampled and retested within 24 hours. If the second test results indicate continued fiber count above 0.1 f/cc, CONTRACTOR shall immediately initiate additional air and surface cleaning procedures to reduce the airborne fiber concentration below this limit.

3.5 ASBESTOS HANDLING PROCEDURES

A. Friable Asbestos: Friable ACMs (regulated ACMs) shall be adequately wet until it is collected and placed in a leakproof container and clearly labeled with appropriate warnings. Transport contained friable ACMs to the onsite friable ACM disposal area in a covered vehicle(s).

B. Nonfriable Asbestos: Transport Category I and II nonfriable asbestos that has not and is not likely to become crumbled, pulverized, or reduced to a powder (as defined by NESHAP regulations) in a covered vehicle(s) to the designated onsite disposal area. Category I and II nonfriable asbestos that is likely to become crumbled, pulverized, or reduced to a powder shall be handled as regulated ACMs as outlined in paragraph 3.5 A above.

3.6 ASBESTOS DISPOSAL

A. All ACMs, friable and nonfriable, shall be disposed at the West Canyon laydown area. Requirements for active asbestos waste disposal sites, specified in 40 CFR 61.154, shall be adhered to by CONTRACTOR, including daily cover requirements and all recordkeeping requirements. If CONTRACTOR elects to use a soil daily cover, slag material from the Slag Borrow Area is available for CONTRACTOR use.

B. Upon completion of ACM placement in the West Canyon laydown area, CONTRACTOR shall place a final cover over the area to consist of a minimum of 6 inches of slag from the Slag Borrow Area.

END OF SECTION

Appendix B

APPENDIX B

ITEM 2

MOA Asbestos Estimated Quantities.

MOA ASBESTOS
ESTIMATED QUANTITIES

The following information includes quantity estimates for asbestos material. No warranty is given or implied as to the accuracy of these estimates.

Concentrator Building	-	roofing material
	-	31,700 square feet transite siding
east half	-	10 feet, 2-in. pipe insulation
		215 feet, 4-in. pipe insulation
first level basement	-	65 feet, 4-in. pipe insulation
Power House	-	roofing material
main floor, elevated	-	110 feet, 4-in. pipe insulation
	-	110 feet, 6-in. pipe insulation
boiler room	-	45 feet, 9-in. pipe insulation
	-	40 feet, 6-in. pipe insulation
	-	145 feet, 4-in. pipe insulation
	-	145 feet, 2-in. pipe insulation
west basement north/south service corridor	-	145 feet, 6-in. pipe insulation
	-	200 feet, 4-in. pipe insulation
	-	200 feet, 6-in. pipe insulation
Conveyer	-	roofing material
	-	2,200 square feet transite siding
Silo (Crusher Building)	-	roofing
	-	650 square feet transite siding
West Building	-	2,750 square feet transite siding
main floor, north	-	asbestos insulation in boxes
Office Shack	-	400 square feet transite siding

Appendix C

APPENDIX C

ADDENDUM NO. 1
TO THE CONSTRUCTION DOCUMENTS
FOR THE MINE OPERATIONS AREA REMEDIATION

August 24, 1994
NPE69242.02.02

To All Bidders:

Results of sample testing and field observations are provided to bidders for information and use. Bidders shall make their own interpretation of this data.

ITEM 1 - ORES AND CONCENTRATES ESTIMATED QUANTITIES (NOT COMPLETE)

The following is an estimate of the ores and concentrates in the Concentrator Building and the Mill Settling Ponds. No warranty is given or implied to the accuracy of these estimates. Much of this material contains water.

Lead Thickener Tank	1,256 cu. ft.
Zinc Thickener Tank	1,256 cu. ft.
No. 9 Holding Tank	950 cu. ft.
East Slough-off Tank	600 cu. ft
West Slough-off Tank	600 cu. ft
J-Box	200 cu. ft
East Mill Settling Pond	14,355 cu. ft
Center Mill Setding Pond	13,050 cu. ft.
West Mill Settling Pond	5,800 cu. ft
Ore Bins	Not measured

ITEM 2 - TEST RESULTS OF ROOFING MATERIALS

Additional information on roof composition of the Concentrator Building, Power House, and conveyor and on the composition of tar paper underlying transite siding of the Concentrator Building is provided for bidder information. Sample locations listed in the attached Table 1 and are shown on the sketch included in Attachment 1. Preliminary laboratory results from bulk sample analysis for asbestos are included in Attachment 2 (8 pages PSI data). An example of the main Concentrator Building roof layering is shown in Attachment 3 for bidder information.

Bid opening time is changed from 2:00 p.m. to 4:00 p.m., local time, on the 26th day of August 1994. Bids may be submitted by FAX to (208) 783-2301 provided that the original signed Bid Form is received by 5:00 p.m. on August 29, 1994.

All bidders shall acknowledge receipt of this Addendum No. 1 by inserting "1" in the space provided in the BID FORM.

CH2M HILL

Joan Stoupa, Project Manager

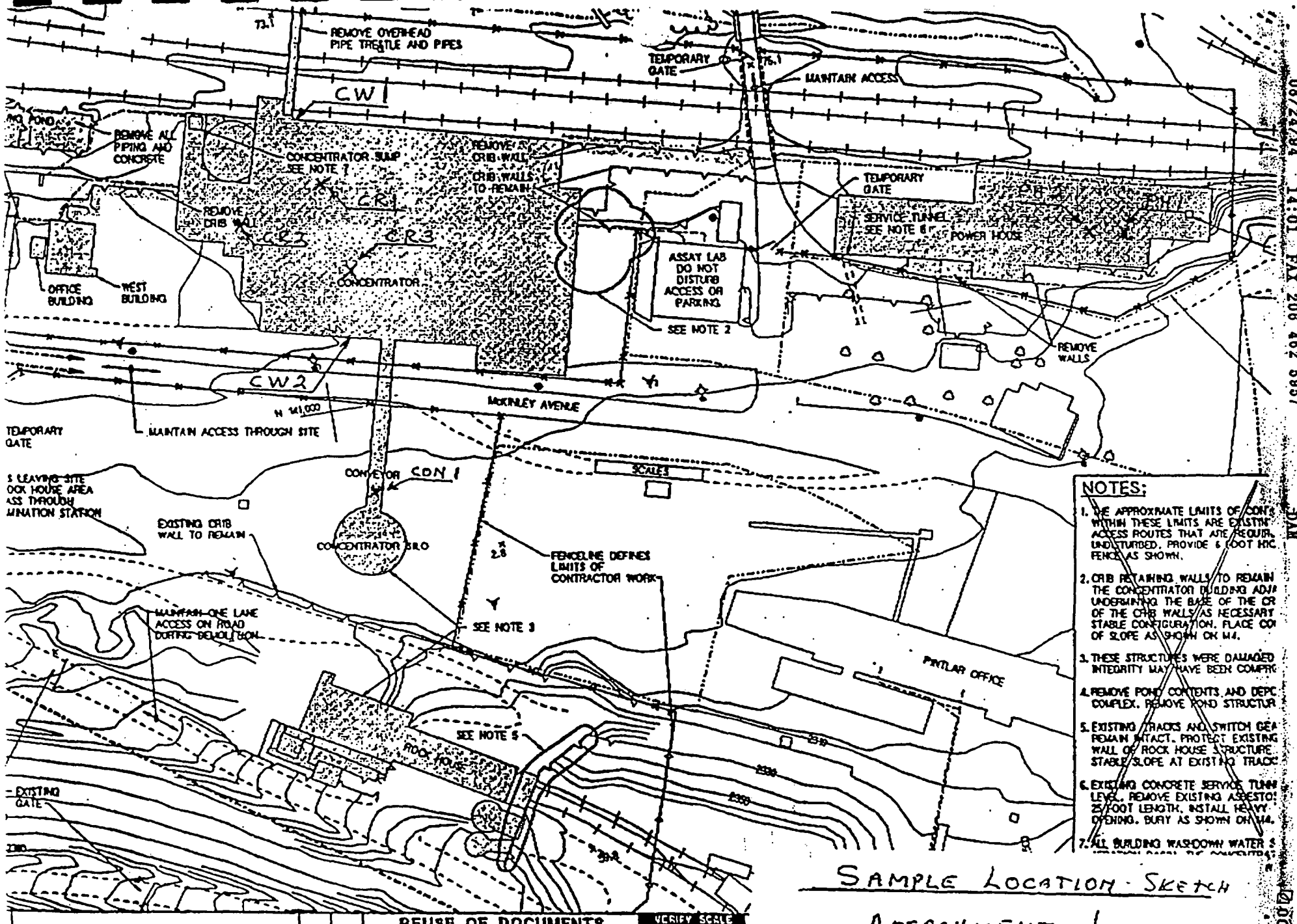
Appended hereto and a part of Addendum No. 1 are:

Table 1 - Sample ID and Location (1)
Attachment 1 - Sample Location Sketch (1)
Attachment 2 - Test Results (8 pages)
Attachment 3 - Roof Layering Sketch (1)
Total 11 pages attached.

END OF ADDENDUM NO. 1

Table 1 Sample Identification and Location		
Sample Identification	Location	Material Description
CON1-A	Conveyer - south end	roof tar paper
CR1-A	Concentrator roof - main building	felt pad
CR1-B		felt pad
CR1-C		felt pad
CR1-D		transite board
CR1-E		transite
CR2-A	Concentrator roof - west end add on	2 layers of tar paper
CR2-B		
CR3-A	Concentrator roof - main building	roof coating (paint)
CW1-A	Concentrator wall at trestle	tar paper
CW2-A	Concentrator wall at SW corner	tar paper
PH1-A	Power House - East roof, middle elevation	thick tar paper composite with silver paint
PH1-B		tar paper
PH1-C		tar paper
PH2-A	Power House - top roof, west end	thick tar paper composite with silver paint
PH2-B		tar paper
PH2-C		tar paper
PHP-1	Power House	paint on bricks

TABLE 1



SAMPLE LOCATION SKETCH

ATTACHMENT 1

REMEDIAL ACTION

REVISION | BY | APVD

VERIFY SCALE
BAR IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

page 3 of 12

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
P.O. Box 91500
Bellevue, WA 98009-2050

PROJECT:
Superfund Project Office

DATE:
8/17/94

Our Project #:
727-4A231-1 2 of 5

Analysis by PLM with Dispersion Staining

EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	CR1-C	CR1-D	CR2-A
Analysis Type	PLM	PLM	PLM
Laboratory Number	940504-4	940504-5	940504-6
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	Y	Y	Y
Color	Brown	Gray	Black
Texture	Fibrous, Clumpy	Fibrous, Cementitious	Resinous Tar
DOES THIS SAMPLE CONTAIN ASBESTOS?	N	Y	N
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolilite 4. Anthophyllite 5. Actinolite 6. Tremolite		1: 20%	
TOTAL PERCENT ASBESTOS	<1%	20%	<1%
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	2: 100%	5: 80%	5: 35% 6: 65% VOC

COMMENTS: Results relate only to the items tested. No part of this report may be reproduced except with approval of P.S.I. Report may not be used to claim product endorsement by NVLAP or any government agency.

We will dispose of any bulk samples not claimed within 30 days of this report.

Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Nygaard
Division Manager

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
PO Box 91500
Bellevue, WA 98009-2050

PROJECT:
Superfund Project Office
10E. Station Ave.
Kellogg, ID 83837

DATE:
8/19/94

Our Project #:
727-4A231-2

1 of 2

Analysis by PLM with Dispersion Staining — EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	CR1-E		
Analysis Type	PLM		
Laboratory Number	940520-1		
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	N	Y	Y
Color	Black, White	Black	White
Texture	Fibrous Resinous Tar w/Cementitious Material	Resinous Tar	Cementitious
DOES THIS SAMPLE CONTAIN ASBESTOS?	Y	Y	Y
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolite 4. Anthophyllite 5. Actinolite 6. Tremolite	1: 23%	1: 30% (Subanalysis)	1: 15% (Subanalysis)
TOTAL PERCENT ASBESTOS	23%	30%	15%
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	5: 45% 6: 32% VOC	5: 5% 6: 65% VOC	5: 85%

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Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Nygaard
Division Manager

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
P.O. Box 91500
Bellebue, WA 98009-2050

PROJECT:
Superfund Project Office

DATE:
8/17/94

Our Project #:
727-4A231-1 3 of 5

Analysis by PLM with Dispersion Staining — EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	CR2-B	CW1-A	CW2-A
Analysis Type	PLM	PLM	PLM
Laboratory Number	940504-7	940504-8	940504-9
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	Y	Y	Y
Color	Black	Black	Black
Texture	Resinous Tar	Resinous Tar	Resinous Tar
DOES THIS SAMPLE CONTAIN ASBESTOS?	N	N	N
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolilite 4. Anthophyllite 5. Actinolite 6. Tremolite			
TOTAL PERCENT ASBESTOS	<1%	<1%	<1%
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	5: 35% 6: 65% VOC	5: 30% 6: 70% VOC	5: 30% 6: 70% VOC

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We will dispose of any bulk samples not claimed within 30 days of this report.

Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Hypaard
Division Manager

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
PO Box 91500
Bellevue, WA 98009-2050

PROJECT:
Superfund Project Office
10E. Station Ave.
Kellogg, ID 83837

DATE:
8/19/94

Our Project #:
727-4A231-2

1 of 1

Analysis by PLM with Dispersion Staining

EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	CR3-A		
Analysis Type	PLM		
Laboratory Number	940527		
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	Y		
Color	Silver, Black		
Texture	Flaky, Powdery		
DOES THIS SAMPLE CONTAIN ASBESTOS?	Y		
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolite 4. Anthophyllite 5. Actinolite 6. Tremolite	1: 5%		
TOTAL PERCENT ASBESTOS	5%		
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	6: 50% Paint 6: 45% Tar		

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We will dispose of any bulk samples not claimed within 30 days of this report.

Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Nygaard
Division Manager

ATTACHMENT 2

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
P.O. Box 91500
Bellebue, WA 98009-2050

PROJECT:
Superfund Project Office

DATE:
8/17/94

Our Project #:
727-4A231-1

1 of 5

Analysis by PLM with Dispersion Staining

EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	CON-A	CR1-A	CR1-B
Analysis Type	PLM	PLM	PLM
Laboratory Number	940504-1	940504-2	940504-3
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	Y	Y	Y
Color	Brown	Brown	Brown
Texture	Fibrous, Clumpy	Fibrous, Clumpy	Fibrous, Clumpy
DOES THIS SAMPLE CONTAIN ASBESTOS?	N	N	N
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolite 4. Anthophyllite 5. Actinolite 6. Tremolite			
TOTAL PERCENT ASBESTOS	<1%	<1%	<1%
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	2: 99% 6: 1% Tar	2: 100%	2: 100%

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Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Nygaard
Division Manager

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
PO Box 91500
Bellevue, WA 98009-2050

PROJECT:
Superfund Project Office
10E. Station Ave.
Kellogg, ID 83837

DATE:
8/19/94

Our Project #:
727-4A231-2 2 of 2

Analysis by PLM with Dispersion Staining

EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	PKP-1		
Analysis Type	PLM		
Laboratory Number	940520-2		
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	N		
Color	Red, Silver		
Texture	Flaky		
DOES THIS SAMPLE CONTAIN ASBESTOS?	N		
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolite 4. Anthophyllite 5. Actinolite 6. Tremolite			
TOTAL PERCENT ASBESTOS	.1%		
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	5: 70% 6: 25% Paint 6: 2% Organic fibers		

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Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Nygaard
Division Manager

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
P.O. Box 91500
Bellebue, WA 98009-2050

PROJECT:
Superfund Project Office

DATE:
8/17/94

Our Project #:
727-4A231-1 4 of 5

Analysis by PLM with Dispersion Staining — EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	PH1-A	PH1-B	PH1-C
Analysis Type	PLM	PLM	PLM
Laboratory Number	940504-10	940504-11	940504-12
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	Y	Y	Y
Color	Black	Black	Black
Texture	Resinous Tar	Resinous Tar	Resinous Tar
DOES THIS SAMPLE CONTAIN ASBESTOS?	N	N	N
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolite 4. Anthophyllite 5. Actinolite 6. Tremolite			
TOTAL PERCENT ASBESTOS	<1%	<1%	<1%
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	1: 2% 5: 30% 5: 68% VOC	1: 5% 5: 30% 6: 65% VOC	1: 5% 5: 30% 6: 65% VOC

COMMENTS: Results relate only to the items tested. No part of this report may be reproduced except with approval of P.S.I. Report may not be used to claim product endorsement by NVLAP or any government agency.

We will dispose of any bulk samples not claimed within 30 days of this report.

Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Kenagy

Kristi Nygaard
Division Manager

Professional Service Industries, Inc.

BULK SAMPLE ANALYSIS FOR ASBESTOS

TESTED FOR:
CH2M Hill
P.O. Box 91500
Bellevue, WA 98009-2050

PROJECT:
Superfund Project Office

DATE:
8/17/94

Our Project #:
727-4A231-1 5 of 5

Analysis by PLM With Dispersion Staining

EPA Interim Method of the Determination of Asbestos in Bulk Insulation Materials

Multi-Sample No.			
Sample Identification No.	PH2-A	PH2-B	PH2-C
Analysis Type	PLM	PLM	PLM
Laboratory Number	940504-13	940504-14	940504-15
Material Sample Location/ Additional Identification Information			
Consistent Source			
Is it homogeneous?	Y	Y	Y
Color	Black	Black	Black
Texture	Resinous Tar	Resinous Tar	Resinous Tar
DOES THIS SAMPLE CONTAIN ASBESTOS?	N	N	Y
ASBESTOS (Type & Percent) 1. Chrysotile 2. Amosite 3. Crocidolitite 4. Anthophyllite 5. Actinolite 6. Tremolite			1: 25%
TOTAL PERCENT ASBESTOS	<1%	<1%	25%
NON-ASBESTOS MATERIALS (Type & Percent) 1. Mineral/Glass Wool 2. Cellulose 3. Vermiculite 4. Perlite/Pumice 5. Binding 6. Other	1: 5% 5: 30% 6: 65% VOC	5: 35% 6: 65%	5: 30% 6: 45% VOC

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We will dispose of any bulk samples not claimed within 30 days of this report.

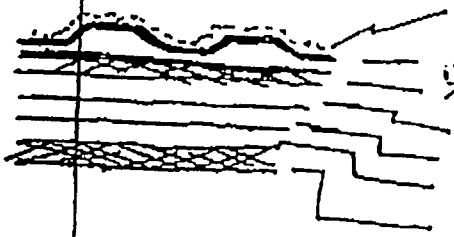
Respectfully submitted,
Professional Service Industries, Inc.

Analyzed by:
Jean Hansen

Kristi Wygaard
Division Manager

ATTACHMENT 2 R-10

EXAMPLE OF MAIN CONCENTRATOR ROOF LAYERING



"PAINTED" ON COATING 5% CR3-A
METAL ROOF
TRANSITE" LAYERS 15-30% CR1-E
FELT PAD <1% CR1-A
FELT PAD <1% CR1-B
FELT PAD <1% CR1-C
TRANSITE BOARD 20% CR1-D

ROOF LAYERING SKETCH
ATTACHMENT No. 3

Appendix D

APPENDIX D

facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. If CONTRACTOR and OWNER are unable to agree on entitlement to or the amount or extent of any adjustments in the Contract Price or the Contract Times as a result of any delay in OWNER's furnishing these lands, rights-of-way or easements, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

4.2. *Subsurface and Physical Conditions:*

4.2.1. *Reports and Drawings:* Reference is made to the Supplementary Conditions for identification of:

4.2.1.1. *Subsurface Conditions:* Those reports of explorations and tests of subsurface conditions at or contiguous to the site that have been utilized by ENGINEER in preparing the Contract Documents; and

4.2.1.2. *Physical Conditions:* Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) that have been utilized by ENGINEER in preparing the Contract Documents.

4.2.2. *Limited Reliance by CONTRACTOR Authorized; Technical Data:* CONTRACTOR may rely upon the general accuracy of the "technical data" contained in such reports and drawings, but such reports and drawings are not Contract Documents. Such "technical data" is identified in the Supplementary Conditions. Except for such reliance on such "technical data", CONTRACTOR may not rely upon or make any claim against OWNER, ENGINEER or any of ENGINEER's Consultants with respect to:

4.2.2.1. the completeness of such reports and drawings for CONTRACTOR's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto, or

4.2.2.2. other data, interpretations, opinions and information contained in such reports or shown or indicated in such drawings, or

4.2.2.3. any CONTRACTOR interpretation of or conclusion drawn from any "technical data" or any such data, interpretations, opinions or information.

4.2.3. *Notice of Different Subsurface or Physical Conditions:* If CONTRACTOR believes that any subsurface or physical condition at or contiguous to the site that is uncovered or revealed either:

4.2.3.1. is of such a nature as to establish that any "technical data" on which CONTRACTOR is entitled to rely as provided in paragraphs 4.2.1 and 4.2.2 is materially inaccurate, or

4.2.3.2. is of such a nature as to require a change in the Contract Documents, or

4.2.3.3. differs materially from that shown or indicated in the Contract Documents, or

4.2.3.4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then

CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as permitted by paragraph 6.23), notify OWNER and ENGINEER in writing about such condition. CONTRACTOR shall not further disturb such conditions or perform any Work in connection therewith (except as aforesaid) until receipt of written order to do so.

4.2.4. *ENGINEER's Review:* ENGINEER will promptly review the pertinent conditions, determine the necessity of OWNER's obtaining additional exploration or tests with respect thereto and advise OWNER in writing (with a copy to CONTRACTOR) of ENGINEER's findings and conclusions.

4.2.5. *Possible Contract Documents Change:* If ENGINEER concludes that a change in the Contract Documents is required as a result of a condition that meets one or more of the categories in paragraph 4.2.3, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document the consequences of such change.

4.2.6. *Possible Price and Times Adjustments:* An equitable adjustment in the Contract Price or in the Contract Times, or both, will be allowed to the extent that the existence of such uncovered or revealed condition causes an increase or decrease in CONTRACTOR's cost of, or time required for performance of, the Work; subject, however, to the following:

4.2.6.1. such condition must meet any one or more of the categories described in paragraphs 4.2.3.1 through 4.2.3.4, inclusive;

4.2.6.2. a change in the Contract Documents pursuant to paragraph 4.2.5 will not be an automatic authorization of nor a condition precedent to entitlement to any such adjustment;

4.2.6.3. with respect to Work that is paid for on a Unit Price Basis, any adjustment in Contract Price will be subject to the provisions of paragraphs 9.10 and 11.9; and

4.2.6.4. CONTRACTOR shall not be entitled to any adjustment in the Contract Price or Times if;

4.2.6.4.1. CONTRACTOR knew of the existence of such conditions at the time CONTRACTOR made a final commitment to OWNER in respect of Contract Price and Contract Times by the submission of a bid or becoming bound under a negotiated contract; or

4.2.6.4.2. the existence of such condition could reasonably have been discovered or revealed as a result of any examination, investigation, exploration, test or study of the site and contiguous areas required by the Bidding Requirements or Contract Documents to be conducted by or for CONTRACTOR prior to CONTRACTOR's making such final commitment; or

4.2.6.4.3. CONTRACTOR failed to give the written notice within the time and as required by paragraph 4.2.3.

If OWNER and CONTRACTOR are unable to agree on entitlement to or as to the amount or length of any such equitable adjustment in the Contract Price or Contract Times, a claim may be made therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages sustained by CONTRACTOR on or in connection with any other project or anticipated project.

4.3. *Physical Conditions--Underground Facilities:*

4.3.1. *Shown or Indicated:* The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:

4.3.1.1. OWNER and ENGINEER shall not be responsible for the accuracy or completeness of any such information or data; and

4.3.1.2. The cost of all of the following will be included in the Contract Price and CONTRACTOR shall have full responsibility for: (i) reviewing and checking all such information and data, (ii) locating all Underground Facilities shown or indicated in the Contract Documents,(iii) coordination of the Work with the owners of such Underground Facilities during construction, and (iv) the safety and protection of all such Underground Facilities as provided in paragraph 6.20 and repairing any damage thereto resulting from the Work.

4.3.2. *Not Shown or Indicated:* If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents, CONTRACTOR shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by paragraph 6.23), identify the owner of such Underground Facility and give written notice to that owner and to OWNER and ENGINEER. ENGINEER will promptly review the Underground Facility and determine the extent, if any, to which a change is required in the Contract Documents to reflect and document the consequences of the existence of the Underground Facility. If ENGINEER concludes that a change in the Contract Documents is required, a Work Change Directive or a Change Order will be issued as provided in Article 10 to reflect and document such consequences. During such time, CONTRACTOR shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 6.20. CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, to the extent that they are attributable to the

existence of any Underground Facility that was not shown or indicated in the Contract Documents and that CONTRACTOR did not know of and could not reasonably have been expected to be aware of or to have anticipated. If OWNER and CONTRACTOR are unable to agree on entitlement to or the amount or length of any such adjustment in Contract Price or Contract Times, CONTRACTOR may make a claim therefor as provided in Articles 11 and 12. However, OWNER, ENGINEER and ENGINEER's Consultants shall not be liable to CONTRACTOR for any claims, costs, losses or damages incurred or sustained by CONTRACTOR on or in connection with any other project or anticipated project.

Reference Points:

4.4. OWNER shall provide engineering surveys to establish reference points for construction which in ENGINEER's judgment are necessary to enable CONTRACTOR to proceed with the Work. CONTRACTOR shall be responsible for laying out the Work, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

4.5. *Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material:*

4.5.1. OWNER shall be responsible for any Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site which was not shown or indicated in Drawings or Specifications or identified in the Contract Documents to be within the scope of the Work and which may present a substantial danger to persons or property exposed thereto in connection with the Work at the site. OWNER shall not be responsible for any such materials brought to the site by CONTRACTOR, Subcontractors, Suppliers or anyone else for whom CONTRACTOR is responsible.

4.5.2. CONTRACTOR shall immediately: (i) stop all Work in connection with such hazardous condition and in any area affected thereby (except in an emergency as required by paragraph 6.23), and (ii) notify OWNER and ENGINEER (and thereafter confirm such notice in writing). OWNER shall promptly consult with ENGINEER concerning the necessity for OWNER to retain a qualified expert to evaluate such hazardous condition or take corrective action, if any. CONTRACTOR shall not be required to resume Work in connection with such hazardous condition or in any such affected area until after OWNER has obtained any required permits related thereto and delivered to CONTRACTOR special written notice: (i) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (ii) specifying any special conditions under which such Work may be resumed safely. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such Work stoppage or such special conditions under which Work is agreed by CONTRACTOR to be resumed, either party may make a claim therefor as provided in Articles 11 and 12.

4.5.3. If after receipt of such special written notice CONTRACTOR does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then OWNER may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the Work. If OWNER and CONTRACTOR cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such portion of the Work, then either party may make a claim therefor as provided in Articles 11 and 12. OWNER may have such deleted portion of the Work performed by OWNER's own forces or others in accordance with Article 7.

4.5.4. To the fullest extent permitted by Laws and Regulations, OWNER shall indemnify and hold harmless CONTRACTOR, Subcontractors, ENGINEER, ENGINEER's Consultants and the officers, directors, employees, agents, other consultants and subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (i) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (ii) nothing in this subparagraph 4.5.4 shall obligate OWNER to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

4.5.5. The provisions of paragraphs 4.2 and 4.3 are not intended to apply to Asbestos, PCBs, Petroleum, Hazardous Waste or Radioactive Material uncovered or revealed at the site.

Appendix E

APPENDIX E

APPENDIX E

CHRONOLOGY OF EVENTS

At the MOA pre-bid meeting conducted on 7/26/94, partially complete bid documents were issued to prospective bidders for review and comment during the meeting. It was stated that final bid documents, which would include ACM data, would be issued at a later date (approximately several weeks) and that contractors would then have approximately 1 week to prepare and submit bids. The final bid package issued was dated 8/16/94 and formal bids were due 8/26/94.

At the MOA pre-bid meeting, before walking the site, CH_2M Hill discussed the scope of work for the project. During that meeting it was not represented by CH_2M Hill that contractors would be required to perform independent formal asbestos surveys to prepare bids.

It was presented by CH_2M Hill that contractors would be given information with the final bid package that delineated which materials in the MOA area were and were not asbestos. Contractors were asked by CH_2M Hill to walk the MOA area to verify quantities of materials as represented as containing asbestos.

Additionally, contractors at the pre-bid meeting asked about roof material and whether or not asbestos was present. CH_2M Hill stated that additional information regarding the asbestos content of roof material would be gathered and issued to contractors to assist with their bid preparation. That information was sent as Addendum No. 1 on August 24, 1994.

Paragraph 7.1 of the Instructions to Bidders states that "Oral and other interpretations or clarifications will be without legal effect". This statement leads one to believe that the contractor could only rely upon the ACM data contained in Addendum No. 1 and Item 2 (MOA Asbestos Estimated Quantities) to develop a responsible bid.

The following is a brief chronology of events leading up to our claim:

- Contract Executed - September 9, 1994
- Workplans Submitted to Agency - September 13, 1994
- Project Mobilization Initiated - September 14, 1994
- Workplans Approved by Agency - September 20, 1994
- Mobilization and Site Preparation Complete - October 4, 1994
- Asbestos Abatement Begins at Powerhouse - October 5, 1994
- Asbestos Abatement Completed at Powerhouse (Phase I - all ACM identified in contract documents had been abated) - October 17, 1994
- Demolition of Powerhouse Begins - October 18, 1994

APPENDIX E
Continued

- Potential ACM in Powerhouse Roofing Identified by Rebecca Goehring, EPA - October 18, 1994
- Powerhouse Demolition Stops - October 18, 1994
- Additional ACM Sampling Begins - October 19, 1994
- Notice of Unidentified ACM in Powerhouse Work Zone to Owner - October 26, 1994
- Notice of Additional ACM in MOA - November 1, 1994
- Additional ACM Sampling Completed - November 4, 1994
- BLP Not in Agreement Response regarding Additional ACM - November 9, 1994
- Additional ACM Sampling Results Submitted to BLP - November 18, 1994
- Owner Receipt of Additional ACM Sampling Results - November 18, 1994
- Request for Contract Adjustment to BLP - December 2, 1994
- BLP No Change Order - December 2, 1994
- BLP to Vic Hutcheson - December 13, 1994

Appendix F

APPENDIX F

RUST REMEDIAL SERVICES INC.

1120 Andover Park East
Tukwila WA 98188
Tel (206) 575-3930
FAX. (206) 575-4548

December 2, 1994

Mr. Frank Breidt
Bunker Limited Partnership
135 East Cameron Avenue
Kellogg, Idaho 83837

Re: Bunker Hill Mine Operations Area
Remedial Action
Unidentified Asbestos

Dear Mr. Breidt:

This information is presented to assist Bunker Limited Partnership in the evaluation of a contract adjustment. This adjustment is regarding the previously unidentified (or incorrectly identified) asbestos which has been identified during the project asbestos abatement work.

The following will describe the additional resources and estimated cost required to complete the abatement of the additional asbestos found in the Concentrator roofing and the Powerhouse structure. Asbestos defined in this letter constitutes the majority of the additional asbestos found to date. The corresponding data for the additional asbestos in these buildings is shown in the additional sampling which was transmitted to you on November 18, 1994.

CONCENTRATOR ROOF

The original scope of work for the Concentrator roof was to remove large sections of silver painted metal roofing (ACM), the felt pad / tar paper roofing (3 layers non-ACM), and remove the transite panels (ACM). All ACM was then to be wrapped in bundles, transported, and disposed of at the West Canyon Disposal Area. The non-ACM was to be handled with the demolition debris. This work was in reference to the contract documents, including Addendum No.1.

We believe that the scope of work has changed due to felt pad roofing material, which is now determined to be asbestos containing. The analytical data results, identified in the additional sampling report, show this roofing material to contain 35-45% asbestos. This roofing material had previously been identified in Table 1 of Addendum No. 1 to the contract documents provided by CH_2M Hill. The previous sampling found this roofing material to contain less than 1% asbestos.

The current abatement procedures require the removal of single sheets of metal, cutting out the roofing felt and placing into poly bags, (there will be approximately 100 square feet of roofing felt in each bag due to weight and edging), hand carrying the bags to roof egress, and lowering the bags into a lined disposal truck. Disposal at the landfill will require spray sealing of the bundles with soil cement and covering with 6" of slag at the completion of layering at the disposal site. Approximately 1,500 bags will be used to dispose of roofing felts as ACM. This quantity of bags requires a minimum of seven disposal runs, plus additional covering at the disposal site. The estimated additional cost for the Concentrator roof abatement will be $115,000.

POWERHOUSE

The original abatement required at the Powerhouse structure, as described in the contract documents, was limited to tar paper on the roof main Powerhouse building. This material was accessed and abated using manlifts, ladders, and from the roof structure itself.

The additional sampling analytical results for the previously unidentified material on the lean-to roof were positive for asbestos. In addition, roofing material (mastic and metal) with silver paint which had been identified as containing less than 1% asbestos according to sample results provided by CH_2M Hill, was found to contain up to 20% asbestos. The silver paint is found on a majority of the roofing material. To remove the additional ACM roofing material, manlifts and boom trucks will be used since the roofs are determined unsafe for the workers to occupy. To remove the metal painted pieces from the debris pile, a crane and clamshell bucket will be used. This will also recover any salvageable or recyclable material from the debris, and move materials to recover any ACM which has been buried. The estimated additional cost for the Powerhouse abatement will be $65,000.

SCHEDULE

The additional work required to accomplish this task will increase the project duration by approximately five weeks, as shown on the project schedule (previously submitted to you on 11/18/94) dated 11/17/94. The additional work on the concentrator roof will be adversely affected by the oncoming weather (i.e. freezing temperatures and snowfall), therefore a timely resolution of this issue is required. In order to complete the current scope of work on schedule, Rust requests that BLP provide authorization to continue with the additional abatement by Tuesday December 6, 1994.

I trust the above explanation will assist Bunker Limited Partnership in evaluating this contract adjustment. If you have any questions or further clarification is required, please contact me at the project office (208) 784-3601.

Respectfully,

Chris Zepernick
Rust Remedial Services, Inc.
Project Manager

cc: A. Ochabauer, RRS
Project File 22119 - jc1064

Appendix G

APPENDIX G

COST IMPACTS

Project Cost Impact Summary:

The estimated additional costs for completing the work are itemized below. Some of these costs have already been incurred.

	(b) (4)
ACM Abatement (SAI)	
Olshan Demobilization & Standby	
ACM Sampling Charges	
Olshan Powerhouse Abatement PH II Charges	
DG&S Costs and Trucking to West Canyon	
Extended RRS Mgmt/Supervision/H&S costs	
Additional RRS Workplan Development Costs	
Estimated Total Cost Impact	

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